

Fansteel Tolling Agreement

TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RELATING TO THE FANSTEEL METALS FACILITY, MUSKOGEE,. OKLAHOMA

The United States of America (United States), by authority of the Attorney General, acting at the request of the Administrator of the United States Environmental Protection Agency, through the undersigned attorneys, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. §§ 9606 and 9607, against Cabot Corporation, for cost recovery and performance of response actions undertaken at the Fansteel Metals Facility (Site) (Tolled Claims).

The United States and Cabot Corporation (collectively *the Parties* and individually a *Party*) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time-period provided by this Tolling Agreement, without altering the claims or defenses available to any Party, except as specifically provide herein.

The Parties in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on AUGUST 1, 2021 and ending on AUGUST 1, 2022 inclusive (Tolling Period) will not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period does not include the Tolling Period for the Tolled Claims.
3. In any action brought on the Tolled Claims, Cabot Corporation may not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations during the tolling period or the passage of time during the tolling period.
4. This Tolling Agreement does not constitute any admission or acknowledgement of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgement on the part of the United States that any statute of limitations or similar defense concerning the timeliness of commencing a civil action is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. Cabot Corporation reserves the right to assert its defenses based on the passage of time as those defenses exist as of August 1, 2021, as well as the passage of time for any time period that is not included in the Tolling Period.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period

of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Cabot Corporation. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period will continue for the duration set forth in Paragraph 1. Nothing herein precludes the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Cabot Corporation or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties.

9. This Tolling Agreement is effective upon execution by Cabot Corporation, and without the requirement of filing with the Court, and may be signed in counterparts. Scanned and electronic signatures constitute acceptable, binding signatures for the purpose of this Tolling Agreement.

10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement will be valid or binding, nor may it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement is binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Cabot Corporation and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 26th day of July, 2021.

Thomas P. Carroll

THOMAS
CARROLL

Digitally signed by
THOMAS CARROLL
Date: 2021.07.26
14:42:58 -0400

Thomas P. Carroll

Assistant Section Chief

Environmental Enforcement Section

Environment and Natural Resources

Division

United States Department of Justice

TCarroll@enrd.usdoj.gov

Cabot Corporation consents to the terms conditions of this Tolling Agreement by its
duly authorized representative on this 11th day of July, 2021.



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